

<b>STATE OF NEW JERSEY AGENCY PURCHASE ORDER</b>  <b>P O #: 7859207</b>				<b>DOCUMENT</b> TC AGY NUMBER PO 042 48757859207		<b>DATE</b> 09/18/13	<b>REQUISITION NUMBER</b> R	<b>FY</b> 14
				<b>(DPA) DIRECT PURCHASE AUTHORIZATION</b>				<b>VENDOR ID NUMBER</b> 951780251
<b>CONTRACT NO</b>	<b>AGENCY REF</b>	<b>BUYER</b>	<b>TERMS</b>	<b>TOTAL AMOUNT</b> \$ 8000.00				
	PMCHAIR		NONE					

**VENDOR NAME AND ADDRESS**

MARSHALL & SWIFT  
 BOECKH LLC  
 915 WILSHIRE BLVD/STE 800  
 LOS ANGELES CA 90017-3401

**SHIP F.O.B. DESTINATION TO:**

BUREAU OF PARKS (424875/S067)  
 GREEN ACRES (DEP)  
 501 E STATE ST 1ST FL  
 PO BOX 420 GREEN ACRES  
 TRENTON NJ 08625-0420

Direct Purchase or Special Procurement, Indicate Date Quotation Received → **09/18/13**

**CONTACT** CULLEN BANKS (809) 984-0682

**BILL TO:**

DEPT OF ENVIRONMENTAL PROTECT (424875/B061)  
 BUREAU OF PARKS  
 GREEN ACRES (DEPE)  
 501 E STATE ST 1ST FL  
 PO BOX 420  
 TRENTON NJ 08625-0420

**IMPORTANT: THIS PURCHASE  
ORDER CONTAINS PROMPT  
PAYMENT INFORMATION**

**VENDOR REFERENCE**

BFY  
14

FUND	AGCY	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
100	042	4875		228	VBYR	3820				A7671200

RPT CT	AMOUNT
1	8000.00
2	
3	

**INSTRUCTIONS TO VENDORS:** ENCLOSE PACKING SLIP WITH SHIPMENTS. SUBMIT ALL BILLS ON ATTACHED STATE VOUCHER FORMS. IF PARTIAL BILLING SUBMIT BALANCE ON SEPARATE STATE VOUCHER FORMS. SHOW PURCHASE ORDER NUMBER ON ALL BILLS OF LADING. INVOICES AND CORRESPONDENCE TO THE STATE AGENCY INDICATED ABOVE. N.J.S.A. 54:32B-1 ET SEQ. EXEMPTS NJ STATE AGENCIES FROM SALES OR USE TAXES. DO NOT INCLUDE THEM IN YOUR PRICE.

ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	DELIVERY: 007WEEKS ARO  COMMODITY CODE: 946-15-000000 [APPRAISAL SERVICES, REAL ESTATE]  ITEM DESCRIPTION: SUBSCRIPTION SERVICE TO ACCESS RESIDENTIAL ESTIMATOR FOR PROPERTIES DAMAGED AS THE RESULT OF HURRICANE SANDY	1.000	EACH	8000.00	\$ 8000.00

**AGENCY APPROVAL:** This transaction is authorized by the Director, Division of Purchase and Property in accordance with the provision of Chap. 107 P.L. 1986 as amended. The Issuing Agency's Approval Officer's signature guarantees compliance with all provisions governing the authorization granted by the Director. Signature affixed to this document serves as certification that: 1) Items purchased under DPA authorization are not currently available under the provisions of a current State contract, nor from the State Distribution Center, nor from DEPTCOR (State Use Industries); 2) Funds required and authorized for this purpose are available. Unauthorized use is subject to prosecution.

*Pat McNamee*  
 Authorized Signature  
*Sup Proc Spec*  
 Title  
 9/18/13  
 Date

<b>State of New Jersey</b> <b>Agency Purchase Order</b>  P. O. #:				DOCUMENT		DATE		REQUISITION		FY			
				TC	AGY	Number				Vender ID Number			
										951780251		14	
Contract No.		Agency Ref		Buyer		Terms		<b>TOTAL AMOUNT</b> <b>\$8,000.00</b>					
						None							
MARSHALL & SWIFT BOECKH LLC 915 WILSHIRE BLVD STE 800  LOS ANGELES CA 90017 3401						Ship F.O.B. Destination to: Administrative Operations Green Acres Program (424875/S067) 501 East State Street P. O. Box 420 -- Mail Code:501-01 Trenton, NJ 08625-0412							
Direct Purchase or Special Procurement, Indicate Date Quotation Received						01/01/13							
						Contact: <b>Cullen Banks (609) 984-0662;</b>  Bill to: Department of Environmental Protection Administrative Operations Green Acres Program (DEP) (424875/B061) 501 East State Street --Mail Code:501-01 P. O. Box 420 Trenton, NJ 08625-0412							
<b>Important: This Purchase Order contains Prompt Payment Information</b>						Vender Reference :Account#:8998975							
	FUND	AGCY	ORG CODE	SUB-ORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB #		
1	100	042	4875		226	V6YR	3820				A7571200		
2													
3													
	RPT CT	Amount		INSTRUCTIONS TO VENDORS: ENCLOSE PACKING SLIP WITH SHIPMENTS. SUBMIT ALL BILLS ON ATTACHED STATE VOUCHER FORMS. IF PARTIAL BILLING, SUBMIT BALANCE ON SEPARATE STATE VOUCHER FORMS. SHOW PURCHASE ORDER NUMBER ON ALL BILL OF LADING INVOICES AND CORRESPONDENCE TO THE STATE AGENCY INDICATED ABOVE. N. J. S. A. 54:32B-1 ET. SEQ. EXEMPTS NJ STATE AGENCIES FROM SALES OR USE TAXES. DO NOT INCLUDE THEM IN YOUR PRICE.									
1		\$8,00.00											
2													
3													
Item No.	Commodity Code/Description of Item					Quantity	Unit	Unit Price	Amount				
00001	Subscription service to access <u>Residential Estimator</u> for properties damaged as the result of Hurricane Sandy.  COMMODITY CODE: 946-15-00000					1,000	EACH	\$8.00.00	\$ 8,000.00				
AGENCY APPROVAL: THIS TRANSACTION IS AUTHORIZED BY THE DIRECTOR, DIVISION OF PURCHASE AND PROPERTY IN ACCORDANCE WITH THE PROVISION OF CHAP. 107 P. L. 1985AS AMENDED. THE ISSUING AGENCY'S APPROVAL OFFICER'S SIGNATURE GUARANTEES COMPLIANCE WITH ALL PROVISIONS GOVERNING THE AUTHORIZATION GRANTED BY THE DIRECTOR. SIGNATURE AFFIXED TO THIS DOCUMENT SERVES AS CERTIFICATION THAT: (1) ITEMS PURCHASED UNDER DPA AUTHORIZATION ARE NOT CURRENTLY AVAILABLE UNDER THE PROVISIONS OF A CURRENT STATE CONTRACT, NOR FROM THE STATE DISTRIBUTION CENTER, NOR FROM DEPTCOR (STATE USE INDUSTRIES); (2) FUNDS REQUIRED AND AUTHORIZED FOR THIS PURPOSE ARE AVAILABLE. UNAUTHORIZED USE IS SUBJECT TO PROSECUTION.						<div style="text-align: center;">   Authorized Signature  <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div>   Title </div> <div> 9/13/13  Date </div> </div> </div>							

<b>STATE OF NEW JERSEY</b> <b>PAYMENT VOUCHER</b> (VENDOR INVOICE)				DOCUMENT				BATCH				ACTG PER.	FY			
				PV 042		NUMBER		TC		AGY		NUMBER			14	
P O #: 7859207		PV DATE		PP START MO DY YR			SCHED PAY MO DY YR			CHK CAT	OFF LIAB	F A	PY TP	CK FL	(A) VENDOR ID NUMBER	
															951780251	00
CONTRACT NO	AGENCY REF	BUYER	(B) TERMS		PAYEE: SEE INSTRUCTIONS FOR COMPLETING ITEMS (A) THROUGH (G)						(C) TOTAL AMOUNT					
	PMCAIR		NONE								\$ 8000.00					

(D) PAYEE NAME AND ADDRESS  <b>MARSHALL &amp; SWIFT</b> <b>BOECKH LLC</b> <b>915 WILSHIRE BLVD STE 800</b> <b>LOS ANGELES CA 90017-3401</b>	(E) SEND COMPLETED FORM TO:  <b>DEPT OF ENVIRONMENTAL PROTECT</b> <b>BUREAU OF PARKS</b> <b>GREEN ACRES (DEPE)</b> <b>501 E STATE ST 1ST FL</b> <b>PO BOX 420</b> <b>TRENTON NJ 08625-0420</b>
--	---

(F) PAYEE DECLARATION

I CERTIFY THAT THE WITHIN PAYMENT VOUCHER IS CORRECT IN ALL ITS PARTICULARS, THAT THE DESCRIBED GOODS OR SERVICES HAVE BEEN FURNISHED OR RENDERED AND THAT NO BONUS HAS BEEN GIVEN OR RECEIVED ON ACCOUNT OF SAID DOCUMENT.

▶▶▶▶▶ \_\_\_\_\_ PAYEE SIGNATURE

\_\_\_\_\_ PAYEE TITLE \_\_\_\_\_ BILLING DATE

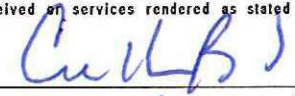
LINE NO	REFERENCE				LINE	(G) PAYEE REFERENCE
	CD	AGY	NUMBER			
1						<i>Order # 14943077</i> <del>14943077</del>
2						
3						

BFY	FUND	AGCY	ORG CODE	SUBORG	APPR UNIT	ACTIVITY CD	OBJECT CD	SUB-OBJ	REV SRCE	SUB-REV	PROJECT/JOB NO
14	100	042	4875		226	V6YR	3820				A7571200
2											
3											

	RPT CT	BS ACT	DESCRIPTION	DT	QUANTITY	AMOUNT	ID	PF	TX
1						8000.00			
2									
3									

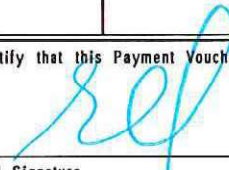
ITEM NO.	COMMODITY CODE/DESCRIPTION OF ITEM	QUANTITY	UNIT	UNIT PRICE	AMOUNT
00001	DELIVERY: 007WEEKS ARO  COMMODITY CODE: 946-15-000000 [APPRAISAL SERVICES, REAL ESTATE]  ITEM DESCRIPTION: SUBSCRIPTION SERVICE TO ACCESS RESIDENTIAL ESTIMATOR FOR PROPERTIES DAMAGED AS THE RESULT OF HURRICANE SANDY	1.000	EACH	8000.00	\$ 8000.00

CERTIFICATION BY RECEIVING AGENCY: I certify that the above articles have been received on services rendered as stated herein.

  
 \_\_\_\_\_  
 Title

10/16/13  
 \_\_\_\_\_  
 Date

CERTIFICATION BY APPROVAL OFFICER: I certify that this Payment Voucher is correct and just, and payment is approved.

  
 \_\_\_\_\_  
 Authorized Signature

\_\_\_\_\_  
 Title

\_\_\_\_\_  
 Date

**Bill to:**

Cullen Banks Green Acres (Dep)  
Dept of Environmental Protection  
PO Box 420  
501 E State St 1st Fl  
Trenton NJ 08625-0412

**Customer:**

Cullen Banks Green Acres (Dep)  
Dept of Environmental Protection  
PO Box 420  
501 E State St 1st Fl  
Trenton NJ 08625-0412

**INVOICE**

**Customer Number:**  
1208314

**Representative:**  
Patrick Adkins

Description	Version	P.O.	Order Date	Order No.	Quantity	Price
Swift Estimator License Fee		A7571200	4/22/2013	14943077	1	8,000.00
					Tax	0.00
					Shipping	0.00
					Amount Paid	0.00
						<b>8,000.00</b>

**We can be reached at:**

Customer Service (800) 544-2678

Technical Support (800) 526-2756

Fax Number (213) 683-9043

E-Mail Address: [csinquiry@marshallswift.com](mailto:csinquiry@marshallswift.com)

Web Site: [www.marshallswift.com](http://www.marshallswift.com)

Please return one copy with your payment. Retain the other for your record.

Invoice Date 10/16/2013

Customer Number:  
1208314

Amount Due:  
8,000.00

Please disregard this notice if payment has been made.

Payment in U.S. Funds

**Marshall & Swift / Boeckh, LLC**  
PO Box 7608  
Chicago, IL 60860-9820

☐ Check Enclosed    ☐ VISA    ☐ MC    ☐ AMEX  
Name on Credit Card \_\_\_\_\_  
Credit Card # \_\_\_\_\_ Exp. Date \_\_\_\_ / \_\_\_\_  
Signature \_\_\_\_\_ Mo. / Yr.  
Phone # \_\_\_\_\_



# AFFIRMATIVE ACTION SUPPLEMENT

<b>AFFIRMATIVE ACTION</b> DEPT OF THE TREASURY DIVISION OF PURCHASE & PROPERTY STATE OF NEW JERSEY 33 WEST STATE STREET, 9TH FLOOR PO BOX 210 TRENTON, NEW JERSEY 08621-0210	<b>TERM CONTRACT - ADVERTISED BID PROPOSAL</b> BID NUMBER:  NAME OF BIDDER: <u>Marshall &amp; Swift / Beach</u>
<b>SUPPLEMENT TO BID SPECIFICATIONS</b>	
DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:	
<ol style="list-style-type: none"> <li>1. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. THE CONTRACTOR WILL TAKE AFFIRMATIVE ACTION TO ENSURE THAT SUCH APPLICANTS ARE RECRUITED AND EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT, WITHOUT REGARD TO THEIR AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION. SUCH ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: EMPLOYMENT, UPGRADING, DEMOTION, OR TRANSFER; RECRUITMENT OR RECRUITMENT ADVERTISING; LAYOFF OR TERMINATION; RATES OF PAY OR OTHER FORMS OF COMPENSATION; AND SELECTION FOR TRAINING, INCLUDING APPRENTICESHIP. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES TO BE PROVIDED BY THE PUBLIC AGENCY COMPLIANCE OFFICER SETTING FORTH PROVISIONS OF THIS NONDISCRIMINATION CLAUSE;</li> <li>2. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE WILL, IN ALL SOLICITATIONS OR ADVERTISEMENTS, FOR EMPLOYEES PLACED BY OR ON BEHALF OF THE CONTRACTOR, STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT WITHOUT REGARD TO AGE, RACE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION.</li> <li>3. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, WILL SEND TO EACH LABOR UNION OR REPRESENTATIVE OF WORKERS WITH WHICH IT HAS A COLLECTIVE BARGAINING AGREEMENT OR OTHER CONTRACT OR UNDERSTANDING, A NOTICE TO BE PROVIDED BY THE AGENCY CONTRACTING OFFICER ADVISING THE LABOR UNION OR WORKERS' REPRESENTATIVE OF THE CONTRACTOR'S COMMITMENTS UNDER THIS ACT AND SHALL POST COPIES OF THE NOTICE IN CONSPICUOUS PLACES AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT.</li> <li>4. THE CONTRACTOR OR SUBCONTRACTOR, WHERE APPLICABLE, AGREES TO COMPLY WITH THE REGULATIONS PROMULGATED BY THE TREASURER PURSUANT TO P.L. 1976, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME AND THE AMERICANS WITH DISABILITIES ACT.</li> <li>5. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO ATTEMPT IN GOOD FAITH TO EMPLOY MINORITY AND FEMALE WORKERS CONSISTENT WITH THE APPLICABLE COUNTY EMPLOYMENT GOALS PRESCRIBED BY N.J.A.C. 17:27-5.2 PRESCRIBED BY THE TREASURER PURSUANT TO P.L. 1976, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME OR IN ACCORDANCE WITH A BINDING DETERMINATION OF THE APPLICABLE COUNTY EMPLOYMENT GOALS DETERMINED BY THE AFFIRMATIVE ACTION OFFICE PURSUANT TO N.J.A.C. 17:27-5.2 PRESCRIBED BY THE TREASURER PURSUANT TO P.L. 1976, C. 127, AS AMENDED AND SUPPLEMENTED FROM TIME TO TIME.</li> <li>6. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO INFORM IN WRITING APPROPRIATE RECRUITMENT AGENCIES IN THE AREA, INCLUDING EMPLOYMENT AGENCIES, PLACEMENT BUREAUS, COLLEGES, UNIVERSITIES, LABOR UNIONS, THAT IT DOES NOT DISCRIMINATE ON THE BASIS OF AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND THAT IT WILL DISCONTINUE THE USE OF ANY RECRUITMENT AGENCY WHICH ENGAGES IN DIRECT OR INDIRECT DISCRIMINATORY PRACTICES.</li> <li>7. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ANY OF ITS TESTING PROCEDURES, IF NECESSARY, TO ASSURE THAT ALL PERSONNEL TESTING CONFORMS WITH THE PRINCIPLES OF JOB-RELATED TESTING, AS ESTABLISHED BY THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY AND AS ESTABLISHED BY APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</li> <li>8. THE CONTRACTOR OR SUBCONTRACTOR AGREES TO REVISE ALL PROCEDURES RELATING TO TRANSFER, UPGRADING, DOWNGRADING AND LAYOFF TO ENSURE THAT ALL SUCH ACTIONS ARE TAKEN WITHOUT REGARD TO AGE, CREED, COLOR, NATIONAL ORIGIN, ANCESTRY, MARITAL STATUS, SEX, AFFECTIONAL OR SEXUAL ORIENTATION, AND CONFORM WITH THE APPLICABLE EMPLOYMENT GOALS, CONSISTENT WITH THE STATUTES AND COURT DECISIONS OF THE STATE OF NEW JERSEY, AND APPLICABLE FEDERAL LAW AND APPLICABLE FEDERAL COURT DECISIONS.</li> </ol> <p>THE CONTRACTOR AND ITS SUBCONTRACTORS SHALL FURNISH SUCH REPORTS OR OTHER DOCUMENTS TO THE AFFIRMATIVE ACTION OFFICE AS MAY BE REQUESTED BY THE OFFICE FROM TIME TO TIME IN ORDER TO CARRY OUT THE PURPOSES OF THESE REGULATIONS, AND PUBLIC AGENCIES SHALL FURNISH SUCH INFORMATION AS MAY BE REQUESTED BY THE AFFIRMATIVE ACTION OFFICE FOR CONDUCTING A COMPLIANCE INVESTIGATION PURSUANT TO SUBCHAPTER 10 OF THE ADMINISTRATIVE CODE (NJA01:7-127).</p>	
<p>* NO FIRM MAY BE ISSUED A PURCHASE ORDER OR CONTRACT WITH THE STATE UNLESS THEY COMPLY WITH THE AFFIRMATIVE ACTION REGULATIONS</p>	
<p>PLEASE CHECK APPROPRIATE BOX (ONE ONLY)</p>	
<p><input type="checkbox"/> I HAVE A CURRENT NEW JERSEY AFFIRMATIVE ACTION CERTIFICATE, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input type="checkbox"/> I HAVE A VALID FEDERAL AFFIRMATIVE ACTION PLAN APPROVAL LETTER, (PLEASE ATTACH A COPY TO YOUR PROPOSAL).</p> <p><input checked="" type="checkbox"/> I HAVE COMPLETED THE ENCLOSED FORM AA302 AFFIRMATIVE ACTION EMPLOYEE INFORMATION REPORT.</p>	

Br  
6/17/83

**STATE OF NEW JERSEY**  
**Division of Contract Compliance & Equal Employment Opportunity**

**EMPLOYEE INFORMATION REPORT**

IMPORTANT: READ INSTRUCTIONS CAREFULLY BEFORE COMPLETING FORM. FAILURE TO PROPERLY COMPLETE THE ENTIRE FORM AND TO SUBMIT THE REQUIRED \$150.00 FEE MAY DELAY ISSUANCE OF YOUR CERTIFICATE. DO NOT SUBMIT EEO-1 REPORT FOR SECTION 8, ITEM 11. For instructions on completing the form, go to: <http://www.state.nj.gov/eop/eopform/eeo1report.pdf>

**SECTION A - COMPANY IDENTIFICATION**

1. FID. NO. OR SOCIAL SECURITY 77-0533005	2. TYPE OF BUSINESS <input type="checkbox"/> 1. MFG. <input type="checkbox"/> 2. SERVICE <input type="checkbox"/> 3. WHOLESALE <input type="checkbox"/> 4. RETAIL <input checked="" type="checkbox"/> 5. OTHER	3. TOTAL NO. EMPLOYEES IN THE ENTIRE COMPANY 330
4. COMPANY NAME Marshall & Smith/Boeckh LLC		
5. STREET 2885 S. Colhoun Rd	CITY New Berlin	STATE WI
6. NAME OF PARENT OR AFFILIATED COMPANY (IF NONE, SO INDICATE) Decision Insight		ZIP CODE 53151
7. CHECK ONE IS THE COMPANY: <input type="checkbox"/> SINGLE ESTABLISHMENT EMPLOYER <input checked="" type="checkbox"/> MULTIPLE ESTABLISHMENT EMPLOYER		
8. IF MULTIPLE ESTABLISHMENT EMPLOYER, STATE THE NUMBER OF ESTABLISHMENTS IN WI 1		
9. TOTAL NUMBER OF EMPLOYEES AT ESTABLISHMENT WHICH HAS BEEN AWARDED THE CONTRACT 15		
10. PUBLIC AGENCY AWARDING CONTRACT Princeton Mercer NJ 08540		
11. DATE RECEIVED	DATE OF DATE	ASSIGNED CERTIFICATION NUMBER

**SECTION B - EMPLOYMENT DATA**

11. Report all permanent, temporary and part-time employees ON YOUR OWN PAYROLL. Enter the appropriate figures on all lines and in all columns. Where there are no employees in a particular category, enter a zero. Include ALL employees, not just those in minority/non-minority categories, in columns 1, 2, & 3. DO NOT SUMMIT EEO-1 REPORT.

JOB CATEGORIES	ALL EMPLOYEES			PERMANENT MINORITY/ NON-MINORITY EMPLOYEE BREAKDOWN									
	COL. 1 TOTAL (Cols 2 & 3)	COL. 2 MALE	COL. 3 FEMALE	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.	BLACK	HISPANIC	AMER. INDIAN	ASIAN	NON MIN.
Officials/Managers	4	2	2					2					2
Professionals	7	3	4					3	1				3
Technicians													
Sales Workers	2		2										2
Office & Clerical	2	1						1	1				
Craftworkers (Unskilled)													
Operators (Semi-Skilled)													
Laborers (Unskilled)													
Service Workers													
TOTAL	15	6	9					6	2				7
Total employment from previous report (if any)													
Temporary & Part-Time Employees													

The data below shall NOT be included in the figures for the appropriate categories above.

12. HOW WAS INFORMATION AS TO RACE OR ETHNIC GROUP IN SECTION B OBTAINED? <input type="checkbox"/> 1. Visual Survey <input checked="" type="checkbox"/> 2. Employee Record <input type="checkbox"/> 3. Other (Specify)	14. IS THIS THE FIRST Employee Information Report Submitted? 1. YES <input type="checkbox"/> 2. NO <input checked="" type="checkbox"/>	15. IF NO, DATE LAST REPORT SUBMITTED MO. DAY YEAR 9 20 10
13. DATES OF PAYROLL PERIOD USED From 7/1/11 To 7/15/11		

**SECTION C - SIGNATURE AND IDENTIFICATION**

16. NAME OF PERSON COMPLETING FORM (Print or Type) Barbara	SIGNATURE <i>Barbara Danks</i>	TITLE Human Capital Manager	DATE MO DAY YEAR 7 26 2011
17. ADDRESS NO. & STREET 2885 S. Colhoun Rd	CITY New Berlin	COUNTY Waukesha	STATE WI
ZIP CODE 53151		PHONE (AREA CODE, NO. EXTENSION) 262 - 780 - 8786	

We no longer have a NY location.

Address changed to: 10001 Innovation Drive, Ste 100, Milwaukee WI 53224

6/17/13

NOTICE TO ALL BIDDERS  
SET-OFF FOR STATE TAX

Please be advised that, pursuant to P.L. 1996, c.159, effective January 1, 1996, and notwithstanding any provision of the law to the contrary, whenever any taxpayer, partnership or S corporation under contract to provide goods or services or construction projects to the State of New Jersey or its agencies or instrumentalities, including the legislative and judicial branches of State government, is entitled to payment for those goods or services at the same time a taxpayer, partner or shareholder of that entity is indebted for any State tax, the Director of the Division of Taxation shall seek to set off that taxpayer's or shareholder's share of the payment due the taxpayer, partnership or S corporation. The amount set off shall not allow for the deduction of any expenses or other deductions which might be attributable to the taxpayer, partner or shareholder subject to set-off under this act.

The Director of the Division of Taxation shall give notice of the set-off to the taxpayer and provide an opportunity for a hearing within 30 days of such notice under the procedures for protests established under R.S. 54:49-18. No requests for conference, protest, or subsequent appeal to the Tax Court from any protest under this section shall stay the collection of the indebtedness. Interest that may be payable by the State, pursuant to P.L. 1987, c.184 (c. 52:32-32 et seq.), to the taxpayer shall be stayed.

"I HAVE BEEN ADVISED OF THIS NOTICE"

COMPANY Marshall & Swift / Boerckh  
SIGNATURE Kathy Frank  
NAME Kathy Frank  
TITLE CFO  
DATE 7/26/11

Boer  
6/17/13

**MACBRIDE PRINCIPLES FORM**

**BIDDER'S REQUIREMENT: TO PROVIDE A CERTIFICATION  
IN COMPLIANCE WITH MACBRIDE PRINCIPLES  
AND NORTHERN IRELAND ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, or the Director of the Division of Building and Construction, pursuant to N.J.S.A. 52:32-2, must complete the certification below by checking one of the two representations listed and signing where indicated. If a bidder who would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Directors may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another bidder who has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Directors find contractors to be in violation of the principles which are the subject of this law, they shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I certify, pursuant to N.J.S.A. 52:34-12.2 that the entity for which I am authorized to bid:

☒ has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein through the operation of offices, plants, factories, or similar facilities, either directly or indirectly, through intermediaries, subsidiaries or affiliated companies over which it maintains effective control; or

☐ will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.8 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

Signature: \_\_\_\_\_

*Randy Franke*

Date: \_\_\_\_\_

*7/26/11*

Print Name: \_\_\_\_\_

*Randy Franke*

Title: \_\_\_\_\_

*CFD*

Firm Name: \_\_\_\_\_

*Marshall & Swift/Breckh*

*Bm  
6/17/13*



OWNERSHIP DISCLOSURE FORM				
NUMBER : OPEN DATE : T-NUMBER :  BIDDER :				PAGE
<b>INSTRUCTIONS:</b> Provide below the names, home addresses, dates of birth, offices held and any ownership interest of all officers of the firm named above. If additional space is necessary, provide on an attached sheet.				
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
<i>Decision Support Information Group, Inc.</i>	<i>2885 S. Calhoun Rd., New Berlin, WI 53151</i>			100%
<i>10001 Innovation Dr., Ste 100</i>				
<i>Milwaukee WI 53226</i>				
<b>INSTRUCTIONS:</b> Provide below the names, home addresses, dates of birth, and ownership interest of all individuals not listed above, and any partnerships, corporations and any other owner having a 10% or greater interest in the firm named above. If a listed owner is a corporation or partnership, provide below the same information for the holders of 10% or more interest in that corporation or partnership. If additional space is necessary, provide that information on an attached sheet. If there are no owners with 10% or more interest in your firm, enter "None" below. Complete the certification at the bottom of this form. If this form has previously been submitted to the Purchase Bureau in connection with another bid, indicate changes, if any, where appropriate, and complete the certification below.				
NAME	HOME ADDRESS	DATE OF BIRTH	OFFICE HELD	OWNERSHIP INTEREST (Shares Owned or % of Partnership)
<b>COMPLETE ALL QUESTIONS BELOW</b>				
1. Within the past five years has another company or corporation had a 10% or greater interest in the firm identified above? (If yes, complete and attach a separate disclosure form reflecting previous ownership interests.)				YES NO _____ <u>X</u>
2. Has any person or entity listed in this form or its attachments ever been arrested, charged, indicted or convicted in a criminal or disorderly persons matter by the State of New Jersey, any other state or the U.S. Government? (If yes, attach a detailed explanation for each instance.)				_____ <u>X</u>
3. Has any person or entity listed in this form or its attachments ever been suspended, debarred or otherwise declared ineligible by any agency of government from bidding or contracting to provide services, labor, material or supplies? (If yes, attach a detailed explanation for each instance.)				_____ <u>X</u>
4. Are there now any criminal matters or delinquent proceedings pending in which the firm and/or its officers and/or managers are involved? (If yes, attach a detailed explanation for each instance.)				_____ <u>X</u>
5. Has any federal, state or local license, permit or other similar authorization necessary to perform the work applied for herein and held or applied for by any person or entity listed in this form, been suspended or revoked, or been the subject of any pending proceedings specifically seeking or litigating the issue of suspension or revocation? (If yes to any part of this question, attach a detailed explanation for each instance.)				_____ <u>X</u>
<b>CERTIFICATION:</b> I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein and thereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the State to notify the State in writing of any changes to the answers or information contained herein. I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I recognize that I am subject to criminal prosecution under the law and that it will also constitute a material breach of my agreement(s) with the State of New Jersey and that the State or its officer, may declare any contract(s) resulting from this certification void and unenforceable.				
I, being duly authorized, certify that the information supplied above, including all attached pages, is complete and correct to the best of my knowledge. I certify that all of the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.				
COMPANY NAME: <i>Marshall's Swift/Brecht</i>		<i>Randall S. Fenske</i> (Signature)		
ADDRESS: <i>2885 S. Calhoun Rd.</i>		<i>Randall S. Fenske</i> (Name)		
<i>New Berlin, WI 53151</i>		<i>CFO</i> (Title)		
FIRM/SSN#: <i>77-0633005</i>		Date: <i>7/27/11</i>		

*Per 6/17/13*

*Per 6/17/13*

FEIN#: 77-0633005NAME: Marshall & Swift / Boeckh

NJ-REG

Each Question Must Be Answered Completely

1. a. Have you or will you be paying wages, salaries or commissions to employees working in New Jersey within the next 6 months? ☒ Yes ☐ No  
 Give date of first wage or salary payment: 04 / 16 / 2004  
 Month Day Year

If you answered 'No' to question 1a, please be aware that if you begin paying wages you are required to notify the Clerk Registration Bureau at PO Box 252, Trenton NJ 08646-0252, or phone (609) 292-1719.

- b. Give date of hiring first NJ employee: 04 / 16 / 2004  
 Month Day Year
- c. Date cumulative gross payroll exceeds \$1,000 04 / 16 / 2004  
 Month Day Year
- d. Will you be paying wages, salaries or commissions to New Jersey residents working outside New Jersey? ☐ Yes ☒ No
- e. Will you be the payer of pension or annuity income to New Jersey residents? ☐ Yes ☒ No
- f. Will you be holding legalized games of chance in New Jersey (as defined in Chapter 47 Rules of Legalized Games of Chance) where proceeds from any one prize exceed \$1,000? ☐ Yes ☒ No
- g. Is this business a PEO (Employee Leasing Company)? (If yes, see page 8) ☐ Yes ☒ No

2. Did you acquire ☐ Substantially all the assets; ☐ Trade or business; ☐ Employees; of any previous employing unit? ☐ Yes ☒ No  
 If answer is 'No', go to question 4.  
 If answer is 'Yes', indicate by a check whether ☐ In whole or ☐ In part, and list business name, address and registration number of predecessor or acquired unit and the date business was acquired by you. (If more than one, list separately. Continue on separate sheet if necessary.)

Name of Acquired Unit \_\_\_\_\_ NJ Employer ID \_\_\_\_\_  
 Address \_\_\_\_\_ Date Acquired \_\_\_\_\_  
 ACQUIRED PERCENTAGE ACQUIRED  
☐ Assets \_\_\_\_\_ %  
☐ Trade or Business \_\_\_\_\_ %  
☐ Employees \_\_\_\_\_ %

3. Subject to certain regulations, the law provides for the transfer of the predecessor's employment experience to a successor where the whole of a business is acquired from a subject predecessor or employer, unless the successor protects within four months from date of acquisition.

The transfer of the employment experience is required by law if the predecessor and successor units are owned or controlled by each other or by the same interests. Are the predecessor and successor units owned or controlled by the same interests? ☐ Yes ☒ No

Do you protect the transfer of the employment experience which may affect your contribution rate? ☐ Yes ☒ No

4. Is your employment agricultural? ☐ Yes ☒ No
5. Is your employment household? ☐ Yes ☒ No

a. If yes, please indicate the date in the calendar quarter in which gross cash wages totaled \$1,000 or more \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
 Month Day Year

6. Are you a 501(c)(3) organization? ☐ Yes ☒ No
7. Were you subject to the Federal Unemployment Tax Act (FUTA) in the current or preceding calendar year? ☒ Yes ☐ No

(See instruction sheet for explanation of FUTA) If 'Yes', indicate year: 2011

8. a. Does this employing unit claim exemption from liability for contributions under the Unemployment Compensation Law of New Jersey? ☐ Yes ☒ No  
 If 'Yes,' please state reason. (Use additional sheets if necessary.)

b. Is exemption from the mandatory provisions of the Unemployment Compensation Law of New Jersey claimed, does this employing unit wish to voluntarily elect to become subject to the provisions for a period of not less than two complete calendar years? ☐ Yes ☒ No

9. Type of business ☐ 1. Manufacturer ☒ 2. Service ☐ 3. Wholesale  
☐ 4. Construction ☒ 5. Retail ☐ 6. Governmental

Principal product or service in New Jersey only: Retail sales & service of software & data processing

Type of Activity in New Jersey only: Retail sales & service of hardware software & data processing

10. List below each place of business and each class of industry in New Jersey, even though you may have only one place of business or engage in only one class of industry.
- a. Do you have more than one employing facility in New Jersey? ☐ Yes ☒ No

NJ WORK LOCATIONS (Physical location, not mailing address)		NATURE OF BUSINESS (See instructions)		No. of Workers at Each Location and in Each Class of Industry
Street Address, City, Zip Code	County	NAICS Code	Principal Product or Service Complete Description %	
103 College Road E Princeton, NJ 08540	Mercer	511210	Retail sales software 40	16

(Continue on separate sheet if necessary)

No location in NJ anymore.

Bm 6/17/13

Bm 6/17/13

FEIN: 77-0633005NAME: Marshall & Swift | Breckin

NJ-REG

## Each Question Must Be Answered Completely

11. a. Will you collect New Jersey Sales Tax and/or pay Use Tax? ☒ Yes ☐ No  
GIVE EXACT DATE YOU EXPECT TO MAKE FIRST SALE 04 / 16 / 04  
Month Day Year
- b. Will you need to make exempt purchases for your inventory or to produce your product? ☐ Yes ☒ No
- c. Is your business located in (check applicable box(es)):  
☐ Atlantic City ☐ Salem County  
☐ North Wildwood ☐ Wildwood Crest ☐ Wildwood
- d. Do you have more than one location in New Jersey that collect New Jersey Sales Tax? (If yes, see instructions) ☐ Yes ☒ No
- e. Do you, in the regular course of business, sell, store, deliver or transport natural gas or electricity to users or customers in this state whether by means, lines or pipes located within this State or by any other means of delivery? ☐ Yes ☒ No
12. Do you intend to sell cigarettes? ☐ Yes ☒ No  
Note: If yes, complete the REG-L form on page 46 in this booklet and return with your completed NJ-REG.
13. a. Are you a distributor or wholesaler of tobacco products other than cigarettes? ☐ Yes ☒ No  
b. Do you purchase tobacco products other than cigarettes from outside the State of New Jersey? ☐ Yes ☒ No
14. Are you a manufacturer, wholesaler, distributor or retailer of "fliter-generating products"? See instructions for retailer ☐ Yes ☒ No  
Factory and definition of fliter-generating products.
15. Are you an owner or operator of a sanitary landfill facility in New Jersey? ☐ Yes ☒ No  
If YES, indicate D.E.P. Facility # and type (See instructions)
16. a. Do you operate a facility that has the total combined capacity to store 200,000 gallons or more of petroleum products? ☐ Yes ☒ No  
b. Do you operate a facility that has the total combined capacity to store 20,000 gallons (equals 187,043 pounds) of hazardous chemicals? ☐ Yes ☒ No  
c. Do you store petroleum products or hazardous chemicals at a public storage terminal? ☐ Yes ☒ No  
Name of terminal: \_\_\_\_\_
17. a. Will you be involved with the sale or transport of motor fuels and/or petroleum? ☐ Yes ☒ No  
Note: If yes, complete the REG-L form in this booklet and return with your completed NJ-REG.  
To obtain a motor fuels retail or transport license complete and return the CM-100 in this booklet.
- b. Will your company be engaged in the refining and/or distributing of petroleum products for distribution in this State or the importing of petroleum products into New Jersey for consumption in New Jersey? ☐ Yes ☒ No
- c. Will your business activity require you to issue a Direct Payment Permit in lieu of payment of the Petroleum Products Gross Receipts Tax on your purchases of petroleum products? ☐ Yes ☒ No
18. Will you be providing goods and services as a direct contractor or subcontractor to the state, other public agencies including local governments, colleges and universities and school boards, or to casino licensees? ☒ Yes ☐ No
19. Will you be engaged in the business of renting motor vehicles for the transportation of persons or non-commercial freight? ☐ Yes ☒ No
20. Is your business a hotel, motel, bed & breakfast or similar facility and located in the State of New Jersey? ☐ Yes ☒ No
21. Do you hold a permit or license, issued by the New Jersey Department of Transportation, to erect and maintain an outdoor advertising sign or to engage in the business of outdoor advertising? ☐ Yes ☒ No
22. Do you make retail sales of new motor vehicle tires, or sell or lease motor vehicles? ☐ Yes ☒ No
23. Do you provide "cosmetic medical procedures" or goods or occupancies directly associated with such procedures? ☐ Yes ☒ No  
(See description of Cosmetic Procedures Gross Receipts Tax in the list of Taxes of the State of New Jersey.)  
Type of Business: \_\_\_\_\_
24. Do you sell voice grade access telecommunications or mobile telecommunications to a customer with a primary place of use in this State? ☐ Yes ☒ No
25. Contact Information: Person Kristine Gerbity Title: Tax Manager  
Daytime Phone: (202) 798-3626 Ext. \_\_\_\_\_ E-mail address: kristine.gerbity@usinfo.com  
Signature of Owner, Partner or Officer: [Signature]  
Title: CFO Date: 7/26/11

- NO FEE REQUIRED TO FILE THIS FORM -

IF YOU ARE A SOLE PROPRIETOR OR A PARTNERSHIP WITHOUT EMPLOYEES - STOP HERE -  
IF YOU HAVE EMPLOYEES PROCEED TO THE STATE OF NJ NEW HIRE REPORTING FORM ON PAGE 28

IF YOU ARE FORMING A CORPORATION, LIMITED LIABILITY COMPANY, LIMITED PARTNERSHIP, OR A LIMITED LIABILITY PARTNERSHIP YOU

MUST CONTINUE ANSWERING APPROPRIATE QUESTIONS ON PAGES 23 AND 24

Bm  
6/17/13

**SOURCE DISCLOSURE CERTIFICATION FORM**

Contractor: Marshall & Swift / Breck Contract Number: \_\_\_\_\_  
(MSB)

I hereby certify and say:

I have personal knowledge of the facts set forth herein and am authorized to make this Certification on behalf of the Contractor.

The Contractor submits this Certification in response to the referenced contract issued by the Division of Purchase and Property, Department of the Treasury, State of New Jersey (the "Division"), in accordance with the requirements of N.J.S.A. 52:24-13.2.

**Instructions:**

List every location where services will be performed by the Contractor and all Subcontractors.

If any of the services cannot be performed within the United States, the Contractor shall state, with specificity the reasons why the services cannot be so performed. Attach additional pages if necessary.

Contractor and/or Subcontractor	Description of Services	Performance Location(s) by Country	Reasons why services cannot be performed in US
MSB	Software development and services	U.S.	

Any changes to the information set forth in this Certification during the term of any contract awarded under the referenced solicitation or extension thereof will be immediately reported by the Vendor to the Director, Division of Purchase and Property (the "Director").

The Director shall determine whether sufficient justification has been provided by the Contractor to form the basis of his certification that the services cannot be performed in the United States and whether to seek the approval of the Treasurer.

I understand that, after award of a contract to the Contractor, it is determined that the Contractor has shifted services declared above to be provided within the United States to sources outside the United States, prior to a written determination by the Director that extraordinary circumstances require the shift of services or that the failure to shift the services would result in economic hardship to the State of New Jersey, the Contractor shall be deemed in breach of contract, which contract will be subject to termination for cause pursuant to Section 3.6b.1 of the Standard Terms and Conditions.

I further understand that this Certification is submitted on behalf of the Contractor in order to induce the Division to accept a bid proposal, with knowledge that the Division is relying upon the truth of the statements contained herein.

I certify that, to the best of my knowledge and belief, the foregoing statements by me are true. I am aware that if any of the statements are willfully false, I am subject to punishment.

Contractor: Marshall & Swift / Breck  
(Name of Organization or Entity)

By: Hardy Frank

Title: CFO

Print Name: Hardy Frank

Date: 7/26/11

Am  
6/17/13



STANDARD TERMS & CONDITIONS		PURCHASE ORDER	
BUREAU OF PARKS GREEN ACRES (DEPE) 501 E STATE ST 1ST FL PO BOX 412 TRENTON NJ 08625-0404		NUMBER : 7465222  REQ NUMBER:  VENDOR : MARSHALL & SWIFT	PAGE   2

The following terms and conditions shall apply to all contracts or purchase agreements made with the State of New Jersey.

For agency purchase orders issued against term contracts, additional provisions shall apply in accordance with the provisions of the agreement between the State of New Jersey and the Contractor.

#### 1. STATE LAW REQUIRING MANDATORY COMPLIANCE BY ALL CONTRACTORS

1.1 CORPORATE AUTHORITY- It is required that all corporations be registered with the Office of the Secretary of State prior to conducting business in the State of New Jersey.

1.2 ANTI-DISCRIMINATION- All parties to any contract with the State of New Jersey agree not to discriminate in employment and agree to abide by all anti-discrimination laws including those contained within N.J.S.A. 10:2-1 through 10:2-4, N.J.S.A. 10:5-1 et seq. and N.J.S.A. 10:5-31 through 10:5-38, and all rules and regulations issued thereunder.

1.3 PREVAILING WAGE ACT- The New Jersey Prevailing Wage Act, N.J.S.A. 34:11-56.26 et seq. is hereby made a part of every contract entered into on behalf of the State of New Jersey through the Division of Purchase and Property, except those contracts which are not within the contemplation of the Act. The bidder's signature on this proposal is his guarantee that neither he nor any subcontractors he might employ to perform the work covered by this proposal has been suspended or debarred by the Commissioner, Department of Labor for violation of the provisions of the Prevailing Wage Act.

1.4 THE WORKER AND COMMUNITY RIGHT TO KNOW ACT- The provisions of N.J.S.A. 34:5A-1 et seq. which require the labeling of all containers of hazardous substances are applicable to this contract. Therefore, all goods offered for purchase to the State must be labeled by the contractor in compliance with the provisions of the Act.

1.5 OWNERSHIP DISCLOSURE- Contracts for any work, goods or services cannot be issued to any corporation or partnership unless prior to or at the time of bid submission the bidder has disclosed the names and addresses of all its owners holding 10% or more of the corporation or partnership's stock or interest. Refer to N.J.S.A. 52:25-24.2.

1.6 COMPLIANCE - LAWS- The contractor must comply with all local, state and federal laws, rules and regulations applicable to this contract and to the goods delivered and/or services performed hereunder.

1.7 COMPLIANCE - STATE LAWS- It is agreed and understood that any contracts and/or orders placed as a result of this proposal shall be governed and construed and the rights and obligations of the parties hereto shall be determined in accordance with the laws of the STATE OF NEW JERSEY.

1.8 COMPLIANCE - CODES- The contractor must comply with NJUCC and the latest NEC70, B.O.C.A. Basic Building Code. OSHA and all applicable codes for this requirement. The successful vendor will be responsible for securing and paying for all necessary permits, where applicable.

#### 2. LIABILITIES

2.1 LIABILITIES - COPYRIGHT- The contractor shall hold and save the State of New Jersey, its officers, agents, servants and employees, harmless from liability of any nature or kind for or on account of the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract.

2.2 INDEMNIFICATION- The contractor shall assume all risk of and responsibility for, and agrees to indemnify, defend, and save harmless the State of New Jersey and its employees from and against any and all claims, demands, suits, actions, recoveries, judgment and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, which shall arise from or result directly or indirectly from the work and/or materials supplied under this contract. This indemnification obligation is not limited by, but is in addition to the insurance obligations contained in this agreement.

2.3 INSURANCE- The contractor shall secure and maintain in force for the term of the contract liability insurance as provided herein. The contractor shall provide the State of New Jersey with current certificates of insurance for all coverages and renewals thereof which must contain the proviso that the insurance provided in the certificate shall not be canceled for any reason except after thirty days written notice.

The insurance to be provided by the contractor shall be as follows:

- a. General liability policy as broad as the standard coverage forms currently in use in the State of New Jersey shall not be circumscribed by any endorsements limiting the breadth of coverage. The policy shall be endorsed to include:
  1. Broad Form Comprehensive General Liability
  2. Products / Completed Operations
  3. Premises / Operations
The limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- b. Automobile liability insurance which shall be written to cover any automobile used by the insured. Limits of liability for bodily injury and property damage shall not be less than \$1 million per occurrence as a combined single limit.
- c. Worker's Compensation Insurance applicable to the laws of the State of New Jersey and Employers Liability Insurance with limits of not less than:
  - \$100,000 Bodily Injury, Each Occurrence
  - \$100,000 Disease Each Employee
  - \$500,000 Disease Aggregate Limit

#### 3. TERMS GOVERNING ALL PROPOSALS TO NEW JERSEY PURCHASE BUREAU

3.1 SUBCONTRACTING OR ASSIGNMENT- The contract may not be subcontracted or assigned by the contractor, in whole or in part, without the prior written consent of the Director of the Division of Purchase and Property. Such consent, if granted, shall not relieve the contractor of any of his responsibilities under the contract.

Nothing contained in the specifications shall be construed as creating any contractual relationship between any subcontractor and the State.

3.2 PERFORMANCE GUARANTEE OF BIDDER- The bidder hereby certifies that:

STANDARD TERMS & CONDITIONS	PURCHASE ORDER	
BUREAU OF PARKS GREEN ACRES (DEPE) 501 E STATE ST 1ST FL PO BOX 412 TRENTON NJ 08625-0404	NUMBER : 7465222  REQ NUMBER:  VENDOR : MARSHALL & SWIFT	PAGE  3

- a. The equipment offered is standard new equipment, and is the manufacturer's latest model in production, with parts regularly used for the type of equipment offered; that such parts are all in production and not likely to be discontinued; and that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice
- b. All equipment supplied to the State and operated by electrical current is UL listed where applicable.
- c. All new machines are to be guaranteed as fully operational for the period stated in the Request for Proposal from time of written acceptance by the State. The bidder will render prompt service without charge, regardless of geographic location.
- d. Sufficient quantities of parts necessary for proper service to equipment will be maintained at distribution points and service headquarters.
- e. Trained mechanics are regularly employed to make repairs to equipment in the territory from which the service request might emanate within a 48 hour period or within the time accepted as industry practice.
- f. During the warranty period, the contractor shall replace immediately any material which is rejected for failure to meet the requirements of the contract.
- g. All services rendered to the State shall be performed in strict and full accordance with the specifications stated in the contract. The contract shall not be considered complete until final approval by the State's using agency is rendered.

**3.3 DELIVERY GUARANTEES-** Deliveries shall be made at such time and in such quantities as ordered in strict accordance with conditions contained in the specifications.

The contractor shall be responsible for the delivery of material in first class condition to the State's using agency or the purchaser under this contract, and in accordance with good commercial practice.

Items delivered must be strictly in accordance with the specifications.

In the event delivery of goods or services is not made within the number of days stipulated or under the schedule defined in the specifications, the using agency may be authorized to obtain the material or service from any available source, the difference in price, if any, to be paid by the contractor failing to meet his commitments.

**3.4 STATE'S RIGHT TO INSPECT BIDDER'S FACILITIES-** The State reserves the right to inspect the bidder's establishment.

**3.5 MAINTENANCE OF RECORDS-** The contractor shall maintain records for products and/or services delivered against the contract for a period of three (3) years from the date of final payment. Such records shall be made available to the State upon request.

#### 4. TERMS RELATING TO PRICE QUOTATIONS

**4.1 PRICE FLUCTUATIONS DURING CONTRACT-** All prices shall be firm through issuance of contract or purchase order and shall not be subject to increase during the period of the contract.

In the event of a manufacturer's or contractor's price decrease during the contract period, the State shall receive the full benefit of such price reduction on any undelivered purchase order and on any subsequent order placed during the contract period.

**4.2 DELIVERY COSTS-** Unless otherwise noted in this purchase order, all prices for items are to be F.O.B. Destination. Regardless of the method of quoting shipment, the contractor shall assume all liability and responsibility for the delivery of merchandise in good condition to the State's using agency or designated purchaser.

F.O.B. Destination does not cover "spotting" but does include delivery on the receiving platform of the ordering agency at any destination in the State of New Jersey unless otherwise specified. No additional charges will be allowed for any transportation costs resulting from partial shipments made at the contractor's convenience when a single shipment is ordered. The weights and measures of the State's using agency receiving the shipment shall govern.

**4.3 C.O.D. TERMS-** C.O.D. terms are not acceptable.

**4.4 TAX CHARGES-** The State of New Jersey is exempt from State sales or use taxes and Federal excise taxes. Therefore, they must not be included in the invoice. The State's Federal Excise Tax Exemption Number is 22-75-0050k.

**4.5 PAYMENT TO VENDORS-** Payment for goods and/or services purchased by the State will only be made against State Payment Vouchers. The State Payment Voucher in duplicate together with original Bill of Lading, express receipt and other related papers must be sent to the consignee on the date of each delivery.

**4.6 NEW JERSEY PROMPT PAYMENT ACT-** The New Jersey Prompt Payment Act (P.L. 1987,c.184) requires state agencies to pay for goods and services within sixty (60) days of the agency's receipt of a properly executed State Payment Voucher or within sixty (60) days of receipt and acceptance of goods and services, whichever is later.

#### 5. CASH DISCOUNTS

a. A discount period shall commence on the day the State Using Agency received a properly signed and executed State Payment Voucher for products and services that have been duly accepted by the State Using Agency in accordance with the terms, conditions and specifications of the Contract/Purchase Order. If the State Payment Voucher is received prior to the delivery of the goods and services, the discount period begins with the acceptance of the goods of services.

b. The date on the check issued by the State in payment of that State Payment Voucher shall be deemed the date of the State's response to that Voucher.

**6. STANDARDS PROHIBITING CONFLICTS OF INTEREST-** The following prohibition on vendor activities shall apply to all contracts or purchase agreements made with the State of New Jersey, pursuant to Executive Order No. 189 (1988).

a. No vendor shall pay, or agree to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or other thing of value of any kind to any State officer or employee or special State officer or employee, as defined by N.J.S.A. 52:13D-13b. and e., in the Department of the Treasury or any other agency with which such vendor transacts or offers or proposes to transact business, or to any member of the immediate family, as defined by N.J.S.A. 52:13D-13i., of any such officer or employee, or any partnership, firm or corporation with which they are employed or associated, or in which such officer or employee has an interest within the meaning of N.J.S.A. 52:13D-13g.

STANDARD TERMS & CONDITIONS		PURCHASE ORDER	
BUREAU OF PARKS GREEN ACRES (DEPE) 501 E STATE ST 1ST FL PO BOX 412 TRENTON NJ 08625-0404		NUMBER : 7465222  REQ NUMBER:  VENDOR : MARSHALL & SWIFT	PAGE  4

b. The solicitation of any fee, commission, compensation, gift, gratuity or other thing of value by any State officer or employee or special State officer or employee from any State vendor shall be reported in writing forthwith by the vendor to the Attorney General and the Executive Commission on Ethical Standards.

c. No vendor may, directly or indirectly, undertake any private business, commercial or entrepreneurial relationship with, whether or not pursuant to employment, contract or other agreement, express or implied, or sell any interest in such vendor to, any State officer or employee or special State officer or employee having any duties or responsibilities in connection with the purchase, acquisition or sale of any property or services by or to any State agency or any instrumentality thereof, or with any person, firm or entity with which he is employed or associated or in which he has an interest within the meaning of N.J.S.A. 52:13D-13g. Any relationships subject to this provision shall be reported in writing forthwith to the Executive Commission on Ethical Standards, which may grant a waiver of this restriction upon application of the State officer or employee or special State officer or employee upon a finding that the present or proposed relationship does not present the potential, actuality or appearance of a conflict of interest.

d. No vendor shall influence, or attempt to influence or cause to be influenced, any State officer or employee or special State officer or employee in his official capacity in any manner which might tend to impair the objectivity or independence of judgment of said officer or employee.

e. No vendor shall cause or influence, or attempt to cause or influence, any State officer or employee or special State officer or employee to use, or attempt to use, his official position to secure unwarranted privileges or advantages for the vendor or any other person.

f. The provisions cited above in paragraph 6a. shall not be construed to prohibit a State officer or employee or special State officer or employee from receiving gifts from or contracting with vendors under the same terms and conditions as are offered or made available to members of the general public subject to any guidelines the Executive Commission on Ethical Standards may promulgate under paragraph 6c.